Agreement for Information Technology Products and Services

CONDUENT STATE & LOCAL SOLUTIONS, INC.

[CUSTOMER]

This agreement for information technology products and services ("Agreement") is entered into by and between CONDUENT, Conduent State & Local Solutions, Inc., 12410 Milestone Center Drive, Germantown, MD 20876 and _____, a government entity in the State of _____ ("Customer"), [ADDRESS]. CONDUENT and Customer (each individually a "party" and collectively the "parties") agree as follows:

1. SERVICES   CONDUENT agrees to provide to Customer the information technology products, software, and related materials ("System") and perform for Customer the services ("Services") described in the Statement of Work, which is attached to and incorporated by reference in this Agreement as Schedule A, in accordance with the terms and conditions of DIR Contract No. DIR-TSO-3741 and as set forth in this Agreement.

2. TERM   This Agreement will become effective on _____("Effective Date") and shall continue through _____,   unless otherwise   terminated   in accordance with the Appendix A, Section 11B of DIR Contract No. DIR-TSO-3741. At the end of the Term, the parties may agree to extend this Agreement for three (3) one (1) year renewal options exercised by Customer providing Vendor thirty-day written notice prior to the then-expiration date

3. PAYMENT   Customer agrees to pay CONDUENT for the System and Services in accordance with the payment provisions set forth in Appendix A, Section 8J of DIR Contract No. DIR-TSO-3741. CONDUENT shall submit an invoice to Customer for each payment due, and Customer agrees to pay in accordance to Contract No. DIR-TSO-3741.

4. EXPENSES   Specific types of pre-approved expenses that will be reimbursed by Customer are listed in Schedule A. These will be paid in accordance with the Texas Travel Management Guide issued by the Comptroller of Public Accounts. CONDUENT will bear sole responsibility for all other expenses incurred in connection with the delivery of the System and performance of the Services. Expenses will be listed in each invoice.   Upon request, CONDUENT will provide receipts or other reasonable documentation.

5. TAXES   Taxes will be handled in accordance with Appendix A, Section 8E of DIR Contract No. DIR-TSO-3741.

6. DELIVERY AND ACCEPTANCE   CONDUENT will arrange for delivery of appropriate System components to the Customer installation site(s), as set forth in Schedule A. Shipment of hardware shall be F.O.B. Destination per Appendix A, Section 8D of DIR Contract No. DIR-TSO-3741.   All requirements for acceptance and testing of the System or any System components shall be set forth in Schedule A. Customer agrees to provide CONDUENT with reasonable access to Customer facilities for provision of Services, as well as secure storage areas for materials, equipment, and tools, if required.

7. CONFIDENTIALITY   To the extent allowable under the Texas Public Information Act, with respect to information relating to Customer's business which is confidential and clearly designated as

confidential or proprietary ("Customer Confidential Information"), CONDUENT will instruct CONDUENT personnel to keep that information confidential by using the same degree of care and discretion that is used with similar CONDUENT information that CONDUENT regards as confidential. However, CONDUENT shall not be required to keep confidential any information that: (i) is or becomes publicly available; (ii) is already lawfully possessed by CONDUENT; (iii) is independently developed by CONDUENT outside the scope of this Agreement and without any reliance on Customer Confidential Information; or (iv) is rightfully obtained from third parties. CONDUENT shall not be required to keep confidential any ideas, concepts, methodologies, inventions, discoveries, developments, improvements, know-how or techniques developed by CONDUENT in the course of providing the Services.

8. CONDUENT PROPRIETARY INFORMATION To the extent allowable under the Texas Public Information Act, Customer agrees that CONDUENT methodologies, tools, ideas, concepts, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements, proprietary data and software programs, and any other information identified as proprietary or confidential by CONDUENT, which may be disclosed to the Customer, are confidential and proprietary information ("CONDUENT Confidential Information"). With respect to CONDUENT Confidential Information, the Customer shall keep that information confidential by using the same degree of care and discretion that it uses with similar Customer information that Customer regards as confidential, but in any event no less than a reasonable degree of care. Customer shall not be required to keep confidential any information which: (i) is or becomes publicly available; (ii) is already lawfully possessed by Customer; (iii) is independently developed by the Customer outside the scope of this Agreement and without any reliance on CONDUENT Confidential Information; or (iv) is rightfully obtained from third parties.

9. USE OF CONFIDENTIAL INFORMATION CONDUENT and Customer shall use confidential information only for the purposes of this Agreement and on a strictly need-to-know basis, and shall not disclose confidential information to any third party, other than as set forth in this Agreement, or to the employees of the other party, CONDUENT subcontractors, or permitted consultants engaged by the Customer without the other party's prior written consent.

10. SYSTEM OWNERSHIP AND USE RIGHTS The System provided under this Agreement includes technical information, software programs for computers or other apparatus, designs, specifications, drawings, records, documentation, reports, materials, concepts, plans, inventions, data, discoveries or adaptations, creative works, trade names or trademarks, and works of authorship or other creative works (written, oral, or otherwise expressed) that are delivered to Customer or developed, conceived, or acquired by CONDUENT, CONDUENT employees, or by the authorized agents or subcontractors of CONDUENT as a part of the Services, including derivative works (individually and collectively "CONDUENT Intellectual Property"). The Services shall not be considered a "work for hire" under United States copyright laws or other intellectual property laws, and all rights, title, and interest in CONDUENT Intellectual Property shall vest solely in CONDUENT. Customer understands and agrees that all CONDUENT Intellectual Property (including all software upgrades, modifications, and customizations) provided under this Agreement shall at all times remain the property of CONDUENT. The provisions of this Section shall survive termination of this Agreement.

11. OWNERSHIP, USE, AND RETURN OF DATA All information, records, documents, files, data, and other items relating to the business of Customer (including indexes, film, and other data created or acquired by use of the System), whether prepared by Customer or CONDUENT or otherwise coming into the possession of CONDUENT in connection with performing the Services or otherwise during the term of this Agreement shall remain the exclusive property of Customer. Customer may duplicate on electronic media the data entered into the System. Customer retains ownership of all data created by the use of the System. Any requirement for data conversion shall be included in the Services set forth in Schedule A.

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12. DATA BACKUP   Prior to CONDUENT providing the System, Customer shall prepare and safeguard back-up copies of all data that will be used in connection with the System. Throughout the Term, Customer will be responsible for backing up all data contained in the System on a regular basis (and in all cases, immediately prior to the provision by CONDUENT of any warranty or maintenance Services) in accordance with standard industry back-up procedures, as modified by any written instructions for data back-up provided by CONDUENT. If CONDUENT is unable to recover any or all lost or corrupted data, the responsibility and liability of CONDUENT for the loss of Customer data shall be limited to restoring the data to the last provided daily back-up. CONDUENT shall not be liable for monetary damages or set-off for loss of Customer data or software. Except to the extent specifically provided in this Section as part of the Services, Customer will be responsible for the integrity and content of data contained in the System.   Under no circumstances will CONDUENT be responsible for the loss of Customer data or software.

13. SOFTWARE LICENSE   CONDUENT hereby grants to Customer a limited, non-exclusive, non-transferable, revocable license to use the CONDUENT Intellectual Property included in the System solely for the internal operations of Customer, and only during the Term of the Agreement. CONDUENT represents and warrants that CONDUENT possesses all rights necessary to effectuate the license set forth in this Section. The license granted under this Section does not include the right to grant sublicenses for the CONDUENT Intellectual Property to any third party, including other persons, agencies, or other governmental entities that are not parties to this Agreement unless specifically set forth in Schedule A. Customer and its employees and agents will not cause or permit reverse engineering of all or any portion of the CONDUENT Intellectual Property; will not distribute, disclose, loan, market, rent, lease, or otherwise transfer to any third party any portion of the CONDUENT Intellectual Property without prior written authorization by CONDUENT; and will not export any CONDUENT software products in violation of federal export laws or regulations. The provisions of this Section shall survive termination of this Agreement.

14. THIRD PARTY HARDWARE AND SOFTWARE   Any hardware and third-party software components provided by CONDUENT as part of the System are listed in Schedule A. Rights to commercial off-the-shelf software or any other hardware or software provided by third-party software vendors are subject to the provisions the software licenses provided by those third-party software vendors, and Customer understands and agrees that acceptance and use of this hardware and third-party software shall be deemed acceptance of the terms and conditions of the licenses. Customer further agrees to use the third party software in accordance with the terms of those licenses. If any provision is found to be in conflict with DIR Contract No. DIR-TSO-3741 they shall be deemed null and void. For "shrink wrap" or "click-wrap" software, Customer authorizes CONDUENT to accept the terms of each license on behalf of the Customer when the software is installed. To the maximum extent allowable by each of the third-party commercial hardware and software vendors, Customer shall be entitled to all standard manufacturers warranties, guarantees, or exchange policies for defective items, which are offered by the third-party hardware and commercial off-the-shelf software manufacturers and vendors for items furnished under this Agreement.   CONDUENT explicitly disclaims all warranties of merchantability and fitness for a particular purpose. CONDUENT makes no other express or implied warranties whatsoever with regard to any items or components of third-party hardware or commercial off-the-shelf software.

15. INSURANCE   If CONDUENT performs any of the Services on Customer premises, CONDUENT agrees to maintain standard insurance coverage in accordance with Appendix A, Section 10N of DIR Contract No. DIR-TSO-3741.

16. RISK OF LOSS OR DAMAGE TO HARDWARE   CONDUENT will bear the risk of loss or damage to any hardware while in transit to Customer installation site(s). Customer will bear all risk of loss or damage to hardware after delivery to the installation site(s), unless the loss or damage is due to the negligence or willful acts of CONDUENT, its employees, agents, representatives, or subcontractors.

17. PERFORMANCE AND SYSTEM WARRANTIES   CONDUENT warrants that the Services will be performed in a professional and workmanlike manner in accordance with generally applicable industry standards and the System delivered by CONDUENT will not infringe on any copyright, patent, trade secret, or other intellectual property rights or proprietary rights of any third party.

THE LIMITED WARRANTIES SET FORTH IN THIS SECTION AND THE SOFTWARE WARRANTY SET FORTH IN SECTION 18 OF THIS AGREEMENT ARE MADE TO CUSTOMER EXCLUSIVELY AND ARE IN LIEU OF ALL OTHER WARRANTIES. CONDUENT MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY HARDWARE OR SOFTWARE OR THE SERVICES PROVIDED UNDER THIS AGREEMENT, IN WHOLE OR IN PART.   CONDUENT EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.   CONDUENT EXPRESSLY DOES NOT WARRANT THAT THE SYSTEM OR ANY HARDWARE OR SOFTWARE COMPONENT OF THE SYSTEM WILL BE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION.   CUSTOMER WAIVES ANY CLAIM THAT ANY OF THESE WARRANTIES OR THE REMEDIES PROVIDED UNDER THIS AGREEMENT FAIL OF THE ESSENTIAL PURPOSE FOR WHICH THE WARRANTIES OR REMEDIES ARE PROVIDED.

The limited System warranty provided under this Agreement shall not cover, and shall be void as to (i) any System component on which maintenance has been performed by a third party that has not been authorized in writing by CONDUENT; (ii) any System component that has been altered or modified by Customer or any third party that has not been authorized to do so in writing by CONDUENT; (iii) any System component that is damaged due to the negligence or misconduct of Customer or any third party; (iv) any System component that has been damaged as a result of failure to operate the System in accordance with documentation or operating instructions provided by CONDUENT; or (v) any failure due to a force majeure event or due to exposure to unusual physical or electrical stress. If any component of the System is believed to be defective, Customer shall give CONDUENT prompt written notice that identifies each defect with specificity. CONDUENT will investigate and verify each reported defect. Upon verification by CONDUENT of a reported defect, CONDUENT shall (as determined by CONDUENT in the sole discretion of CONDUENT) repair, replace, or otherwise correct each verified defect at no cost to Customer.

If any component of the System is believed to be defective, Customer shall give CONDUENT prompt written notice that identifies each defect with specificity. CONDUENT will investigate and verify each reported defect.   Upon verification by CONDUENT of a reported defect, CONDUENT shall (as determined by CONDUENT in the sole discretion of CONDUENT) repair, replace, or otherwise correct each verified defect at no cost to Customer. The parties understand and agree that the remedy determined and applied by CONDUENT shall constitute a complete and satisfactory remedy for each covered defect. The remedies provided under this Section shall constitute the sole and exclusive remedies available to Customer for any defects in System components. The provisions of this Section shall survive termination of this Agreement.

18. SOFTWARE WARRANTY   CONDUENT warrants that during the Term any application software components of the System that are developed and owned by CONDUENT (including customized software components) and furnished to Customer by CONDUENT under this Agreement will be free from material errors that would prevent the documented operational features of the System from functioning when used properly under normal conditions and in accordance with the documentation and instructions for use provided by CONDUENT. The provisions of this Section shall survive termination of this Agreement. The limited warranty provided for CONDUENT software under this Section shall not cover, and shall be void as to (a) any third party hardware or software (including commercial off-the-shelf hardware and software) provided to or used by Customer in connection with the System; (b) any

component on which maintenance has been performed by a third party that has not been authorized in writing by CONDUENT; (c) any component that has been altered or modified by Customer or any third party that has not been authorized in writing by CONDUENT; (d) any component that is damaged due to the negligence or misconduct of Customer or any third party; (e) any component that has been damaged as a result of failure to operate the System in accordance with documentation or operating instructions provided by CONDUENT; or (f) any failure due to *force majeure* or exposure to unusual physical or electrical stress.

19. FORCE MAJEURE   Force Majeure will be handled in accordance with Appendix A, Section 11C of DIR Contract No. DIR-TSO-3741.

20. TORT AND PROPERTY DAMAGE CLAIMS   Indemnification shall be handled in accordance with Appendix A, Section 10A of DIR Contract No. DIR-TSO-3741.

21. LIMITATIONS OF LIABILITY

LIMITATION OF LIABILITIES SHALL BE HANDLED IN ACCORDANCE WITH APPENDIX A, SECTION 10K OF DIR CONTRACT NO. DIR-TSO-3741.

22. TERMINATION Terminations shall be handled in accordance with Appendix A, Section 11B of DIR Contract No. DIR-TSO-3741.

23.   EFFECT OF TERMINATION ON OBLIGATIONS AND LIABILITIES   Termination of this Agreement for any reason will not affect any liabilities or obligations of either party arising before termination or out of events causing termination, or any damages or other remedies to which a party may be entitled under this Agreement, at law or in equity, arising from any breach or default.

24.   SYSTEM TERMINATION FEE   During the Term, if the Customer terminates this for any reason other than material breach or default by Customer will pay to CONDUENT within thirty (30) days after the date of termination the amount set forth in Schedule A as a Termination Fee. The Termination Fee shall be calculated based on the number of months remaining in the Term prior to, and without regard to, the date of termination.

25. RELATIONSHIP OF THE PARTIES   This Agreement shall not constitute, create, give effect to, or otherwise imply a joint venture, partnership, or business organization of any kind. CONDUENT and Customer are independent parties, and neither party shall act as an agent for or partner of the other for any purpose. Nothing in this Agreement shall grant to either party any right to make any commitments of any kind for or on behalf of the other party without the prior written consent of the other party. CONDUENT shall not be restricted from providing products or performing services for others and shall not be bound to Customer except as provided under this Agreement.

26. HEADINGS   The section headings used in this Agreement are merely for reference and have no independent legal meaning and impose no obligations or conditions on the parties.

27. NOTICES TO PARTIES   Notices shall be handled in accordance with Appendix A, Section 12 of DIR-TSO-3741.

28. DISPUTE RESOLUTION   Dispute Resolution shall be handled in accordance with Appendix A, Section 11A of DIR Contract No. DIR-TSO-3741**.**

29. SEVERABILITY   If all or part of any term or condition of this Agreement, or the application

of any term or condition of this Agreement, is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the terms and conditions of this Agreement (other than those portions determined to be invalid or unenforceable) shall not be affected, and the remaining terms and conditions (or portions of terms or conditions) shall be valid and enforceable to the fullest extent permitted by law. If a judicial determination prevents the accomplishment of the purpose of this Agreement, the invalid term or condition (or portions of terms or conditions) shall be restated to conform to applicable law and to reflect as nearly as possible the original intent of the parties.

30. ASSIGNMENT AND SUBCONTRACTING   Assignments shall be handled in accordance with Appendix A, Section 4D of DIR Contract No. DIR-TSO-3741.

31. WAIVER OR FOREBEARANCE   Any delay or failure of either party to insist upon strict performance of any obligation under this Agreement or to exercise any right or remedy provided under this Agreement shall not be a waiver of that party's right to demand strict compliance, irrespective of the number or duration of any delay(s) or failure(s). No term or condition imposed on either party under this Agreement shall be waived and no breach by either party shall be excused unless that waiver or excuse of a breach has been put in writing and signed by both parties. Waiver in any instance of any right or remedy shall not constitute waiver of any other right or remedy under this Agreement. Consent to or forbearance of any breach or substandard performance of any obligation under this Agreement shall not constitute consent to modification or reduction of the other obligations or forbearance of any other breach.

32. INJUNCTIVE RELIEF   The parties recognize that a remedy at law for a breach of the provisions of this Agreement relating to proprietary and confidential information; the unauthorized use of any trademark, copyright, or other intellectual property of CONDUENT; or solicitation of CONDUENT employees or business customers may not be adequate for protection of CONDUENT, and accordingly CONDUENT shall have the right to seek injunctive relief to enforce the provisions of this Agreement, in addition to any other relief and remedies available.

33. CUMULATIVE REMEDIES   All remedies available to either party for breach of this Agreement by the other party are and shall be deemed cumulative and may be exercised separately or concurrently. The exercise of a remedy shall not be an election of that remedy to the exclusion of other remedies available at law or in equity. If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees in addition to any other relief to which that party may be entitled.

34. GOVERNING LAW   This Agreement shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Texas without reference to the principles of conflict of laws.

35. ENTIRE AGREEMENT   The contents of DIR Contract No. DIR-TSO-3741, this Agreement (including the Statement of Work and any other schedules or attachments to this Agreement that are referred to and incorporated in this Agreement by reference) constitute the entire understanding and agreement between the parties and supersede any prior agreements, written or oral, that are not specifically referenced and incorporated in this Agreement. The terms and conditions of this Agreement shall not be changed or modified except by written agreement signed by both parties.

IN WITNESS WHEREOF, the undersigned authorized representatives of CONDUENT and the Customer have executed this Agreement.

CONDUENT STATE & LOCAL   **[CUSTOMER]**

 SOLUTIONS, INC.

_____   _____

                                                                                  [NAME AND TITLE]

_____   _____

Agreement for Information Technology Products and Services

Date   Date

Agreement for Information Technology Products and Services

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SCHEDULE A
STATEMENT OF WORK

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This Statement of Work is incorporated in the Agreement for Products and Services ("Agreement") by and between "CONDUENT" and [CUSTOMER], [STATE] ("Customer").

A. SCOPE OF SERVICES

CONDUENT RESPONSIBILITIES

CONDUENT shall perform the following Services for Customer:

1. Install and implement the current version of the **[SYSTEM DESCRIPTION] Software**, the CONDUENT open architecture land records document management, imaging, and workflow software (the "System"), at the Customer's site located at [CUSTOMER ADDRESS].

2. CONDUENT will be responsible for the design, development, management, installation, training, acceptance, and support of the Software.

3. The installation will be customized to include the following System modules and functions:

   - Recording
   - Cashiering
   - Indexing
   - Imaging
   - Searching
   - Retrieval
   - Reporting
   - Local public access
   - Web Distribution
   - Workflow functions (CONDUENT will adjust workflow parameters, as appropriate).

4. CONDUENT will convert all existing Customer index data and image data to the System as part of the installation services.

5. At the end of each month, upon notification from the Customer that all index entries have been completed and verified, CONDUENT will provide the Customer with year-to-date index listings in strict alphabetical order.

6. At the end of each year, CONDUENT will create a multi-year printout until a five (5) year period is accumulated. CONDUENT will continue this frequency in five (5) one-year increments to provide a ten (10) year printed index to the Customer. Printing will be in black ink.

7. CONDUENT will be responsible for the initial education and training on the System. Initial education and training shall include on-site education training of all Customer employees who will work with the System. The education and training will be adapted to the reasonable needs of the Customer employees to ensure each employee is fully prepared to use the system.

8. CONDUENT will perform all on-going support of the System, including hardware and software, during the term of this Agreement.

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9.   CONDUENT will be responsible for replacing any damaged CONDUENT-owned equipment or providing insurance to cover the cost of replacing the equipment.

10. CONDUENT will install, service, and maintain all CONDUENT-owned equipment (listed in the table below) and software installed at the Customer's site during the term of this Agreement.

11. CONDUENT will receive monthly image transfers from Customer and create 16mm microfilm for images where the original is 11"x17" or less.

12. CONDUENT will provide archival and disaster recovery services for the term of the Agreement.

13.   CONDUENT will provide Full Service Indexing for Customer. The index will be created from images downloaded from the Customer and will be loaded back onto the Customer's 20/20 System.

HARDWARE CONFIGURATION

Component	Quantity	Description

SOFTWARE

Equipment configurations are subject to technology advances and changes in vendor availability.

CUSTOMER RESPONSIBILITIES

1. Customer understands and agrees that successful implementation of the Software requires the Customer to assign a high priority to the successful implementation. To that end, Customer agrees to make all reasonable efforts to have Customer personnel available to assist in the implementation efforts and to be trained at the appropriate times.

2. Customer agrees to be responsible for purchasing, installing and managing all necessary anti-virus

protection software and anti-virus software updates on the Customer server and all Customer networked PC workstations.

3. Customer agrees to allow CONDUENT to schedule a CONDUENT support person to be on the Customer site for all installations.

4. Customer will provide printer ribbons, toner cartridges, printer paper, electricity, magnetic media for backups and image extractions, pick rollers and pad assemblies, cabling requirements, Internet access, and other miscellaneous supplies not specifically provided by CONDUENT.

5. Customer will provide document reception and preparation and will input all instruments for fee collection, indexing, and imaging purposes.

6. Customer will create any record books.

7. Customer will package and deliver to CONDUENT the necessary backup media and other forms. Customer will pay the freight costs associated with this requirement.

8. Customer will provide a medium speed connection to the internet (DSL, Cable, etc.) of sufficient bandwidth to do database replication and support.

9. CONDUENT will allow Customer to interconnect the Customer PC network and the CONDUENT system network in order to extend public access to additional Customer workstations on the existing Customer computer network, or to install email or general internet access services on Contractor workstations for Customer employees, or for other purposes. If interconnectivity is established, the following shall apply:

    a. Customer will be fully responsible for restoring the System in the event of virus disruption.

    b. In the event of downtime determined by CONDUENT to have been caused by virus contamination of the System or traceable by CONDUENT to Customer-installed software, Customer agrees to pay CONDUENT for restoration of the system at the current CONDUENT hourly labor rate ($150 per hour on the Effective Date of the Agreement and subject to change to reflect increased costs of labor and materials).

B. ACCEPTANCE AND TESTING

1. Customer shall have ten (10) business days after notification by CONDUENT that the System is ready for acceptance to inspect and accept the System delivered and installed by CONDUENT or decline to accept the System. If Customer declines to accept all or any part of the System, Customer will provide CONDUENT a written description of the deficiencies and a reasonable opportunity to cure those deficiencies.

2. Customer will indicate acceptance of the System in writing. However, if Customer fails to decline to accept the System and deliver a written list of deficiencies to CONDUENT within ten (10) business days after receipt of notice of delivery, the System will be deemed to have been accepted by Customer.

3. Customer understands and agrees that minor defects (i.e, defects that do not inhibit the System from operating in substantial accordance with CONDUENT specifications) shall not constitute grounds for declining to accept the System. Minor defects may be corrected in subsequent releases of the System provided by CONDUENT as part of ongoing warranty or maintenance of the System.

C.   TERMINATION FEE

As referenced in Section 27 of the Agreement, _____may terminate with reimbursement of all expenses and payment as follows:

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(a) _____ County may terminate the agreement after year one with 60 days written notice after paying CONDUENT for all incurred expenses of $_____.

(b) _____ County may terminate the agreement after year two with 60 days written notice after paying CONDUENT for all incurred expenses of $_____.

(c) _____ County may terminate the agreement after year three with 60 days written notice after paying CONDUENT for all incurred expenses of $_____.

(d) _____ County may terminate the agreement after year four with 60 days written notice after paying CONDUENT for all incurred expenses of $_____.

D.   PAYMENT AND RATES

CONDUENT will invoke _____ on a monthly basis for the Services based on the following price schedule and in accordance with Appendix C of DIR Contract No. DIR-TSO-3741.

Services	Price
[SYSTEM DESCRIPTION]	
Internet Pricing	
Internet hosting services for land and maps are included at no charge to the Customer, and the Customer agrees to that CONDUENT may charge a minimum of $1.00 per page for public access to and printing of document images. All revenue will be split equally between CONDUENT and the Customer (50% Customer - 50% CONDUENT). If the Customer discontinues approval of this arrangement for fee collection, CONDUENT will discontinue the service or negotiate with the Customer for an additional fee that the Customer will pay to CONDUENT to continue the service. The Customer has the following options with respect to payment of the 50% Customer share of revenue received by CONDUENT for public access to and printing of documents: (a) The Customer can use this revenue as a	

| | credit to offset the fees due from Customer to CONDUENT for the month in which the Internet hosting charges are collected by CONDUENT; or
(b) CONDUENT can remit this revenue to the Customer on a monthly basis via check.

If the Customer elects not to receive monthly payments by check, and the amount of credit exceeds the amount due to CONDUENT, CONDUENT will retain the excess Customer share of revenue (rather than remit the balance to the Customer) to offset any difference that would otherwise be owed to CONDUENT in subsequent months. However, CONDUENT will retain a credit balance no longer than twelve (12) months from the month in which the Internet hosting charges are collected by CONDUENT. If the Customer does not use the full value of the credit offset in any applicable twelve (12) month period, then remaining balance of the credit will be paid by CONDUENT to the Customer via check.

Customer understands and agrees that CONDUENT exercises no control over, and shall have no responsibility or liability for, the content of the information passing through CONDUENT host computers, servers, network hubs and points of presence, or the Internet. Further, CONDUENT and its suppliers are not liable for any temporary delay, outages, or interruptions of the Services. | | | |